

THIS AGREEMENT, made this 9th day of  
June, 1969, by and  
between the STATE OF ARIZONA, acting  
by and through its STATE HIGHWAY  
ENGINEER, thereunto duly authorized,  
hereinafter designated STATE, and the  
CITY OF COOLIDGE, acting by and through  
its MAYOR, thereunto duly authorized,  
hereinafter designated CITY.

RECITALS:

For the safety and protection of the traveling public, it is necessary and desirable that certain improvements be made on the State Highway System in the CITY OF COOLIDGE. These improvements shall include, but not be limited to, the maintenance of traffic signals and intersectional lighting at the intersection sections of:

State Route 87 at Coolidge Avenue

State Route 87 at Central Avenue

State Route 87 at Northern Avenue

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the operation and maintenance of the said improvements in the manner herein-after stated, and

WHEREAS, it is the desire of the parties hereto to proceed with and set out in writing their understandings and agreements pursuant to which the said improvements shall be made and subsequently operated, maintained, and replaced.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the CITY agrees:

1. To provide and set aside sufficient funds to defray the costs of operation and maintenance of said improvements on the State Highway System within the CITY.

2. In the event of any future City initiated construction projects involving the above-referenced intersections, the project plans shall include all details for the relocation and/or modification of any or all signal and/or

illumination equipment, and such plans shall be submitted to the State for approval. All costs of this work shall be at the CITY'S expense.

3. That any proposed modifications of traffic signals locations on the State Highway System shall be based on and supported by traffic studies. All proposed modifications shall be submitted to the State for approval.

4. To permit the State or its authorized agent to inspect all equipment installed on the State Highway System within the City.

5. State to furnish all labor, tools, and such construction equipment not available from City when necessary to replace damaged or defective materials and apparatus, and when mutually deemed necessary and with the approval of the State, to install additional apparatus as may be required; all materials and apparatus whether replacements or additions, to be State furnished.

6. To provide each year sufficient funds necessary for the complete maintenance and operation of the said installation(s). Various items of maintenance shall include, but not be limited to the following:

- (a) Furnish electrical energy.
- (b) Replace lamps semi-annually or as required by burn-out with approved long-life signal lamps. Lamps to be furnished by the State.
- (c) Signal lenses and reflectors shall be thoroughly cleaned semi-annually, or sooner if required.
- (d) Assist State in the repainting of signal heads, brackets, poles, posts, control boxes, housings and conduits above ground every 2 years, or sooner if required, to prevent corrosion and to maintain the good appearance of the equipment. Paint to be furnished by the State.
- (e) Assist State in the focusing of signal heads as required.
- (f) Detailed maintenance records shall be kept and analyzed at regular intervals to determine future maintenance policies

Maintenance records shall include the date that each of the following was accomplished: Cleaning, lamp replacing, painting, and similar items for each installation. Maintenance records shall be available for inspection by the Highway Department.

7. That maintenance shall continue until such time as, by mutual agreement, it is no longer necessary or desirable.

## ARTICLE II

IN CONSIDERATION of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To provide engineering consultation as may be required for the maintenance of the signal system.

2. In future State construction projects on the State Highway System within the CITY, the project plans shall include all details for the relocation and/or modification of any or all signal equipment, and such plans shall be submitted to the CITY for its approval. All costs of such work shall be at the State's expense.

3. To furnish replacements for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies.

4. To operate and maintain the traffic control apparatus unless the State requests the CITY to assume this responsibility and the CITY by written notice concurs.

## ARTICLE III

IN CONSIDERATION of these premises, it is mutually agreed:

The State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and the City shall assume the sole responsibility for the acts of its officers and employees in the maintenance of the

signals and lighting systems and the work incidental thereto which the CITY has agreed by this contract to perform.

ARTICLE IV

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement this 9th day of June, 1969.

STATE OF ARIZONA

WM. N. PRICE  
State Highway Engineer

BY:

*A. L. Chadwick*  
A. L. CHADWICK (7/1-69)  
Deputy State Engineer

Attest:

CITY OF COOLIDGE

*Patricia Witten*  
Patricia Witten,  
City Clerk

BY:

*Sigmund Liberman*  
MAYOR, Sigmund Liberman

APPROVED AS TO FORM

*James V. Bennett*  
Assistant Attorney General  
Attorney For Arizona Highway  
Department